IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.3709 OF 2005
IN
SUIT NO.3173 OF 2005

Canara Bank .... Plaintiff
Vs.
Satyanarayan Tiwari & Anr. .... Defendants

Ms Madhulika Shukla i/b M/s. Singhabia & Co. for the Plaintiff.

CORAM: S.J. VAZIFDAR, J.

DATED: DECEMBER 09, 2005

P.C:

1. This is a usual bank suit to recover the amount of loan advanced by the plaintiff and availed of by defendant No.1. Defendant No.2 is the guarantor and the loan is secured, inter alia, by and mortgaged in respect of the flat referred to in the notice of motion. The defendants are absent despite notice. That the loan is advanced is clear. It is also clear that the amount has not been re-paid.

2. In the circumstances, ad-interim order in terms of prayer clause (a) excepting the portion bracketed in red, namely i.e. "including power to sell the suit premises and to pay over the net realization thereof to the Plaintiff towards the satisfaction of the claim;".

3. The Court Receiver shall, however, permit defendant

No.1 to remain in possession of the suit flat, subject to payment of royalty. Defendant No.1, however, shall not be required to pay the security charges.

4. Till the Receiver takes possession, ad-interim order in terms of prayer clause (b).

5. Notice of motion made returnable after six weeks.